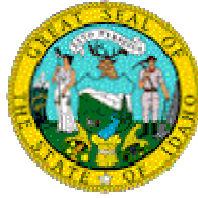


State of Idaho Various  
Agencies  
Various State Agencies  
located throughout Idaho  
\*\*\*\*

Various, ID 83701



# State of Idaho

THIS NUMBER MUST  
APPEAR  
ON ALL DOCUMENTS

Statewide Blanket  
Purchase Order  
**SBPO1257 - 04**  
Agency Internal PO Nbr:  
STWTires06

Statewide Blanket Purchase Order  
Contract Extension - 04

**DELIVER TO:** State of Idaho Various Agencies  
Various State Agencies  
located throughout Idaho  
\*\*\*\*  
Various, ID 83701

Date: **Tue Oct 14 2008**

F.O.B: **Destination**

Terms:

**VENDOR:**  
**LES SCHWAB TIRE CENTERS**  
P.O. Box 667  
Prineville, OR 97754  
Attn: Manager, Fleet Tire Systems  
Emailed To: [scott.m.robbs@lesschwab.com](mailto:scott.m.robbs@lesschwab.com)  
Phone: 541-416-5032  
Fax: 541-416-5490  
Account Number: P00000061942

Start of **Thu Oct 16, 2008**  
Service Date  
**Mon Aug 31, 2009**  
End of Service  
Date:  
RFQ#: **ITB02823**  
DOC#: **PREQ11346**

File Attached:

- [TireContractTermsConditions.rtf](#)
- [LesSchwabZones.pdf](#)
- [StandardTCrev04\\_24\\_06.pdf](#)
- [LesSchwabContractPrices1008.pdf](#)

Buyer: [DICK VOGEL](#) 208-332-1605

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT ( line item particulars follow )	1 lot		400000.00
	Total:			400000.00
Blanket Comments:	<b>CONTRACT SBPO127-03 EXTENSION</b>  This Contract EXTENSION and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number SBPO1257-03, dated December 15, 2007, ("Contract") for Tires and Related Services, for VARIOUS STATE OF IDAHO AGENCIES, INSTITUTIONS, AND DEPARTMENTS, between Les Schwab Tire Centers, as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:  All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this EXTENSION is October 16, 2008.			

	<p>This Contract is extended for ten (10) months, commencing October 16, 2008, and expiring August 31, 2009. The same terms and conditions prevail for the contract extension period.</p> <p>The attached prices prevail for the contract extension period.</p> <p>The dollar amount listed in the contract extension pricing is an estimate and cannot be guaranteed. The actual dollar amount of the contract may be more or less depending on the actual orders, requirements, or tasks given to the Contractor by the State or may be dependent upon the specific terms of the Contract.</p>
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Item No	Description	Quantity UOM	Unit Price	EXTENSION
1	Contract for TIRES and related services for AREA A. ( 863-05 ) ( nt )	1 LOT	100000.00	100000.00
2	Contract for TIRES and related services for AREA B. Per the attached Specifications and Bid Schedule. ( 863-07 ) ( nt )	1 LOT	100000.00	100000.00
3	Contract for TIRES and related services for AREA C. ( 863-07 ) ( nt )	1 LOT	200000.00	200000.00

General Comments:	<p>.....NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD</p> <p>Contract for tires, tire supplies, and related services for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis for a period of Two (2) years commencing October 16, 2006 and ending October 15, 2008, 2007, with the option to renew for Two (2) additional One (1) year periods.</p> <p>Contract Title:.....Tires, Tire Parts, and Related Services Contractor.....Les Schwab Tire Centers of Idaho Contract Usage Type:.....Mandatory Public Agency Clause: .....Yes Contract Administration:.... Dick Vogel ---Phone Number:.....208-332-1605 ---E-Mail:.....dick.vogel@adm.idaho.gov</p> <p>Contractor's Primary Contact ---Attn:.....Scott Robbins ---Address:.....PO Box 667 ---City, State, Zip:.....Prineville OR 97754 Phone Number:.....514-416-5032 Toll Free Number.....888-579-2011 Fax Number:.....541-416-5490 E-Mail:.....scott.robbs@lesschwab.com</p> <p>CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.</p> <p>QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.</p> <p>Order Placement Address: ---Company Name:.....Any Idaho Les Schwab Tire Center</p> <p>Payment Address:</p>
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	<p>---Company Name:..... Pay to the invoicing service center</p> <p>Minimum Order Quantity at contractor's full service location.....One (1) each, any tire Minimum Order Quantity Delivered Two (2) each Heavy duty Commercial Tires, all other tires Two (2) each. See attached terms and conditions.</p> <p>Delivery Time immediately in most cases FOB/Freight Destination/Prepaid &amp; I</p> <p>Contracting Pricing See Attached</p> <p>The make/model of tires bid (listed in pricing schedule) will be the make/model provided for the life of the contract. Any needed changes must be pre-approved by the State of Idaho Division of Purchasing. If the tire brand required by the buyer is temporally out of stock, a changed in the brand provided is not permitted.</p> <p>THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.</p> <p>In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> <li>1. This Statewide Blanket Purchase Order document.</li> <li>2. The state of Idaho's original solicitation document.</li> <li>3. The Contractor's signed bid, quotation, or offer.</li> </ol> <p>INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.</p>
<p>Instructions:</p> <p><b>Freight / Handling Included in Price</b></p>	<div></div> <div></div>
	<p>By: DICK VOGEL</p>

Important to COMPLETE: Indicate AREA(s) being bid: **ALL THREE AREAS**

A. AUTOMOBILE & SMALL TRUCK, All Season, Black Side-wall, Steel Belted, Tubeless, Speed Rating S Minimum Uniform Tire Quality Grade (UTQG)  
Ratings: Traction A, Temperature B, Tread-wear 420

	<u>Description</u>	<u>Evaluation Quantities</u>	<u>Unit Price</u>	
	<b>Alignment Services</b>			
	<b>Milage Charges</b>			
	<b>Roadside Service</b>			
<b>ITEM #</b>				
A-1	P195//60R 15 UTQG Ratings: 580 A B	20	\$70.27	Mfg's Item #: 087-534-38 Mfg's Description: Eclipse All Season
<b>ITEM #</b>				
A-2	P205/75R15 UTQG Ratings: 580 A B	60	\$56.99	Mfg's Item #: 087-011-52 Mfg's Description: Spectrun All Season
A-3	P215/70R15 UTQG Ratings: 580 A B	60	\$65.19	Mfg's Item #: 087-012-50 Mfg's Description: Spectrun All Season
<b>ITEM #</b>				
A-4	P235/75/R15 UTQG Ratings: 580 A B	60	\$64.03	Mfg's Item #: 087-011-60 Mfg's Description: Spectrun All Season
<b>ITEM #</b>				
A-5	P205/60R16 UTQG Ratings: 580 A B	40	\$79.67	Mfg's Item #: 087-534-72 Mfg's Description: Eclipse All Season
<b>ITEM #</b>				
A-6	P195/60R 15 UTQG Ratings: 580 AB	160	\$82.07	Mfg's Item #: 087-534-38 Mfg's Description: Eclipse All Season
<b>ITEM #</b>				
A-7	P215/70R16 UTQG Ratings: 500 A B	15	\$103.18	Mfg's Item #: 087-152-54 OPHT
<b>ITEM #</b>				
A-8	P225/60R16 UTQG Ratings: 580 A B	40	\$86.08	Mfg's Item #: 087-534-76 Mfg's Description: Eclipse All Season
<b>ITEM #</b>				
A-9	P235/75R16 UTQG Ratings: 500 A B	15	\$112.63	Mfg's Item #: 087-154-52 Mfg's Description: OPAT
<b>ITEM #</b>				
A-10	P235/70R17 UTQG Ratings: _____	100	\$99.89	Mfg's Item #: 1003240 Mfg's Description: _____
<b>ITEM #</b>				
A-11	P245/70R17 UTQG Ratings: _____	100	\$135.44	Mfg's Item #: 087-152-68 Mfg's Description: _____
<b>ITEM #</b>				
A-12	P265/70R17 UTQG Ratings: 580 A B	80	\$111.17	Mfg's Item #: 021-106-70 Mfg's Description: _____

A-13 GroupA, Installation at Contractor's Authorized Full-Service Location: \$ 23.50 /Total per Tire. Installation is to include Dismount Old Tire, Mount New Tire, New Valve Stem, Spin Balancing and Disposal of Old Tire. (Bidder may price installation items individually if desired).

**B. LIGHT TRUCK/VAN TIRES:** Radial, All-Season, Black Side-wall, Steel Belted, Tubeless, Speed Rating Q Minimum Uniform Tire Quality Grade (UTQG) Ratings: Traction A, Temperature B, Tread-wear 340. All tires must be produced by the same Manufacturer.

<u>ITEM #</u>	<u>Description</u>	<u>Evaluation Quantities</u>	<u>Unit Price</u>	<u>MFG's Item #</u>
B-1	LT235/75 R15 C Minimum Tread Depth: 12/32" UTQG Ratings: <u>Not Applicable</u>	20	\$97.60	MFG's Item # 020-156-28 Mfg's Description: Spector Advanta
B-2	LT215/85 R16 E Minimum Tread Depth: 12/32" UTQG Ratings: <u>Not Applicable</u>	20	\$119.49	MFG's Item # 021-111-34 Mfg's Description: A/T SXT
B-3	LT225/75 R16 E Minimum Tread Depth: 12/32" UTQG Ratings: <u>Not Applicable</u>	40	\$105.14	MFG's Item # 020-151-36 Mfg's Description: Spector Advanta
B-4	LT235/85 R16 E Minimum Tread Depth: 12/32" UTQG Ratings: <u>Not Applicable</u>	80	\$104.18	MFG's Item # 021-116-40 Mfg's Description: A/T SXT
B-5	P245/75 R16 Minimum Tread Depth: 12/32" UTQG Ratings: <u>Not Applicable</u>	300	\$113.12	MFG's Item # 026-131-52 Mfg's Description: Spector Advanta
B-6	LT245/75 R17 E Minimum Tread Depth: 12/32" UTQG Ratings: <u>Not Applicable</u>	60	\$167.24	MFG's Item # 087-154-69 Mfg's Description: OPAT

Valve Tire, New Valve Stem, Spin Balancing and Disposal of old tire. (Bidder may enter Total per Tire price or may price the installation items individually if desired).

**C. LIGHT TRUCK/VAN TIRES:** Radial, All-Terrain, BSW, Steel Belted, Tubeless

<u>ITEM #</u>	<u>Description</u>	<u>Evaluation Quantities</u>	<u>Unit Price</u>	91.06
C1	LT235/75 R15 C	12	\$97.60	MFG's Item # 020-156-28 Mfg's Description: Spector Advanta
C3	LT235/85 R16 E	20	\$105.14	MFG's Item # 020-155-40 Mfg's Description: Spector Advanta
C4	LT245/75 R16 E	24	\$113.12	MFG's Item # 020-151-46 Mfg's Description: Spector Advanta
C5	LT265/75 R16 E	140	\$139.17	MFG's Item # 021-191-58 Mfg's Description: Wildcat H/T
C6	P245/75 R16	50	\$96.36	MFG's Item # 026-131-52 Mfg's Description: Spector Advanta
C7	LT245/75 R17 E	50	\$167.24	MFG's Item # 087-154-69 Mfg's Description: OPAT
C8	LT265/70 R17 C	50	\$159.57	021-105-60 Mfg's Description: A/T SXT

**C-9** Installation at Contractor's Authorized Full-Service Location: \$ 29.00 /Total per Tire. Installation is to include Dismount Old Tire, Mount New Tire, New Valve Stem, Spin Balancing and Disposal of old tire. (Bidder may price install items individually if desired).

**D. MEDIUM DUTY COMMERCIAL TIRES (Highway Tread)**

Medium Duty (Class 4-5) Truck, Radial, BSW, Steel Belted, \*Highway Tread, Tubeless, All-position; Minimum Speed Rating 75 MPH, Minimum Tread Depth 16/32"

<u>ITEM #</u>	<u>Description</u>	<u>Evaluation Quantities</u>	<u>Unit Price</u>	<u>MFG's Item #</u>
D-1	225/70R 19.5 F Tread Depth:	12 16/32	\$182.40 Mfg's Description:	MFG's Item # 009-268-40 RT 500
D-2	225/70R 19.5 G Tread Depth:	12 16/32	\$182.40 Mfg's Description:	MFG's Item # 009-268-40 RT 500
D-3	225/70R 19.5 F Tread Depth:	12 16/32	\$193.15 Mfg's Description:	MFG's Item # 009-268-44 RT 500
D-4	225/70R 19.5 G Tread Depth:	12 16/32	\$193.15 Mfg's Description:	MFG's Item # 009-268-44 RT 500

D-5 Installation at Contractor's Authorized Full-Service Location: \$ 29.50 Total/per Tire. Installation to include dismount old tire, mount new tire, new valve-stem and place dismounted tire in agency truck bed, or disposal of dismounted tire by Contractor (agency's choice at time of installation). (Bidder

**E. MEDIUM DUTY COMMERCIAL TIRES (Traction Tread)** Medium Duty (Class 4-5) Truck, Radia, BSW, Steel Belted, Traction Tread, Tubeless, Drive Position, Minimum Speed Rating 75MPH, Minimum Tread Depth 18/32"

<u>ITEM #</u>	<u>Description</u>	<u>Evaluation Quantities</u>	<u>Unit Price</u>	<u>MFG's Item #</u>
E-1	225/70R 19.5 F Tread Depth:	12 16/32	\$188.91 Mfg's Description:	MFG's Item # 009-262-40 RLB900
E-3	245/70R 19.5 F Tread Depth:	12 16/32	\$200.03 Mfg's Description:	MFG's Item # 009-262-45 RLB900
E-4	245/70R 19.5 G Tread Depth:	12 16/32	\$200.03 Mfg's Description:	MFG's Item # 009-262-45 RLB900

valve-stem and place dismounted tire in agency truck bed, or disposal of dismounted tire (agency's choice at time of installation). (Bidder may price install items individually if desired).

**Group F & Group G** HEAVY DUTY COMMERCIAL TIRES (All-Season)  
published information.

<u>ITEM #</u>	<u>Description</u>	<u>Evaluation Quantities</u>	<u>Unit Price</u>	<u>MFG's Item #</u>
F-1	315/80 R22.5 18 Ply J (All-position) 75 mph	12	\$348.48	MFG's Item # 071-220-65 Mfg's Description: G1307
	Minimum Tread Depth: 17/32 Minimum 8,000 lb single maximum load		Tread Depth: 20/32	
F-2	315/80 R22.5 20 Ply L (All-position) 65 mph	12	\$348.48	MFG's Item # 071-220-65 Mfg's Description: G1307
	Minimum Tread Depth: 17/32 Minimum 9,000 lb single maximum load		Tread Depth: 20/32	

F-3 Installation at Contractor's Authorized Full-Service Location: \$ 29.50 Total/per Tire. Installation to include dismount old tire, mount new tire new valve-stem and place dismounted tire in agency truck bed, or disposal of dismounted tire (agency's choice at time of installation). (Bidder may price install items individually if desired).

G-1	11R22.5 14 Ply G (All-position) 75 mph	12	\$227.49	MFG's Item # 071-239-50 Mfg's Description: Ohtsu 1200
	Minimum Tread Depth: 20/32		Tread Depth: 20/32	
G-2	11R22.5 16 Ply H (All-position) 75 mph	12	\$227.49	MFG's Item # 071-239-50 Mfg's Description: Ohtsu 1200
	Minimum Tread Depth: 20/32		Tread Depth: 20/32	
G-3	255/70R22.5 H (All-position) 75 mph	12	\$199.56	MFG's Item # 071-265-45 Mfg's Description: RI 117
	Minimum Tread Depth: 17/32		Tread Depth:	

G-4 Installation at Contractor's Authorized Full-Service Location: \$29.50 Total/per Tire. Installation to include dismount old tire, mount new tire new valve-stem and place dismounted tire in agency truck bed, or disposal of dismounted tire (agency's choice at time of

**H. HEAVY DUTY COMMERCIAL TIRES (Traction)**

Heavy Truck, (Class 6-8) Radial, Traction Tread, BSW, Steel Radial Construction, Tubeless, Drive Position. Minimum speed rating 75 mph, Minimum tread depth: 28/32". Must be capable of multiple retreads per Mfg's published information.

<u>ITEM #</u>	<u>Description</u>	<u>Evaluation Quantities</u>	<u>Unit Price</u>	<u>MFG's Item #</u>
H-1	11R22.5 (Traction) 14 Ply G	12	\$246.02	MFG's Item # 009-260-48 Mfg's Description: RLB 400

H-2 Installation at Contractor's Authorized Full-Service Location: \$29.50 Total per Tire. Installation to include dismount old tire, mount new tire, new valve-stem, and place the dismounted tire in agency truck bed, or disposal of dismounted tire in agency truck bed, or disposal of dismounted tire (agency's choice at time of installation). (Bidder may enter Total per Tire price above, or may price installation items individually if desired).

TOTAL

ADDITIONAL SERVICES

**ITEM #**

I DISCOUNT from Manufacturer's List for additional tires of different sizes than those specifically priced above.

<b>Group A:</b>	20 %	<b>Group B:</b>	15 %	<b>Group C:</b>	15 %
<b>Group D:</b>	20 %	<b>Group E:</b>	20 %	<b>Group F:</b>	18 %
<b>Group G:</b>	18 %	<b>Group H:</b>	18 %		

**ITEM #**

J DISCOUNT from Manufacturer's List for additional tires not priced above.

Group A:	20 %	Brand/Description:	All tire brands in Les Schwab Passenger Line-up
Group B:	15 %	Brand/Description:	All tire brands in Les Schwab Light Truck Line-up
Group C:	15 %	Brand/Description:	All tire brands in Les Schwab Light Truck Line-up
Group D:	20 %	Brand/Description:	All tire brands in Les Schwab 19.5 inch Line-up
Group E:	20 %	Brand/Description:	All tire brands in Les Schwab 19.5 inch Line-up
Group F:	18 %	Brand/Description:	All tire brands in Les Schwab truck tire inch Line-up
Group G:	18 %	Brand/Description:	All tire brands in Les Schwab truck tire inch Line-up
Group H:	18 %	Brand/Description:	All tire brands in Les Schwab truck tire inch Line-up



**ITEM#**

K DISCOUNT from Manufacturer's List for additional tires. These may be other manufacturers or other brands (lines).

Group A:	20 %	Manufacturer/ Brand/Description:	All passenger tires in the Les Schwab Supermar
Group B:	15 %	Manufacturer/ Brand/Description:	All light truck tires in the Les Schwab Supermark
Group C:	15 %	Manufacturer/ Brand/Description:	All light truck tires in the Les Schwab Supermark
Group D:	20 %	Manufacturer/ Brand/Description:	All medium duty commercial tires in the Les Schwab
Group E:	20 %	Manufacturer/ Brand/Description:	All medium duty commercial tires in the Les Schwab
Group F:	18 %	Manufacturer/ Brand/Description:	All heavy duty commercial tires in the Les Schwab
Group G:	18 %	Manufacturer/ Brand/Description:	All heavy duty commercial tires in the Les Schwab
Group H:	18 %	Manufacturer/ Brand/Description:	All heavy duty commercial tires in the Les Schwab

**ITEM#**

I-1 ROADSIDE SERVICE

Flat Rate \$ 90.00 Cost Per Mile 0

M-2a Thrust Alignment for Automobile & Small Truck Tires, per vehicle: \$ 49.95 per vehicle

M-2b 4-Wheel alignment for Automobile & Small Truck Tires, per vehicle: \$ 69.95 per vehicle

M-2c Alignment for Light Truck/Van Tires, per vehicle: \$ 22.95 per vehicle

**M-3**

**AUTOMOBILE & SMALL TRUCK**

a. Mounting/Dismounting cost	\$	6.80		*
b. Spin balancing cost per tire:	\$	10.47		**
c. Rotation cost per tire:	\$	5.23	No Charge on tire from Les Schwab	**
d. Nail patching cost per tire:	\$	11.78	No Charge on tire from Les Schwab	**
e. Valve Stems, cost per tire:	\$	3.66		**
f. Install snow tires, cost per	\$	11.78		**

**LIGHT TRUCK & VAN TIRES**

a. Mounting/Dismounting cost	\$	7.33		*
b. Spin balancing cost per tire:	\$	12.30		**
c. Rotation cost per tire:	\$	6.28	No Charge on tire from Les Schwab	**
d. Nail patching cost per tire:	\$	14.39	No Charge on tire from Les Schwab	**
e. Valve Stems, cost per tire:	\$	6.80		**
f. Install snow tires, cost per	\$	14.39		**

**COMMERCIAL TIRES**

a. Mounting/Dismounting cost	\$	21.46		*
b. Spin balancing cost per tire:	\$	26.95		**
c. Rotation cost per tire:	\$	8.64		**
d. Nail patching cost per tire:	\$	26.69		**
e. Valve Stems, cost per tire:	\$	4.97		**
f. Install snow tires, cost per	\$	21.46		**

\* Applies only if tire is not installed at time of purchase.

\*\*Rotating, patching and balancing price listed INCLUDES any required dismounting and mounting. Install snow tires price listed includes dismount, mount, wheel switch & balance

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

1. **DEFINITIONS:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-5716 or IDAPA 38.05.01.011.
  - A. Agreement – Any State written contract, lease or purchase order including solicitation or specification documents and the accepted portions of the submission for the acquisition of Property. An Agreement shall also include any amendments mutually agreed upon by both parties.
  - B. Contractor – A vendor who has been awarded an Agreement.
  - C. Property – Goods, services, parts, supplies and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.
  - D. State – The State of Idaho including each agency unless the context implies other states of the United States.
2. **TERMINATION:** The State may terminate the Agreement (and/or any order issued pursuant to the Agreement) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Agreement is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's placement of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.
3. **RENEWAL OPTIONS:** Upon mutual agreement by both parties (unless otherwise modified by a special contract term, condition, or specification), this Agreement may be extended under the same terms and conditions for one (1) year intervals or the time interval equal to the original contract period.
4. **PRICES:** Prices shall not fluctuate for the period of the Agreement and any renewal or extension, unless otherwise specified by the State in the bidding documents or other terms of the Agreement. Prices include all costs associated with shipping and delivery to the F.O.B. destination address, prepaid and allowed. If installation is requested by the State or specified in the State's solicitation documents, pricing shall include all charges associated with a complete installation at the location specified.
5. **CHANGES/MODIFICATIONS:** Changes of specifications or modification of this Agreement in any particular can be affected only upon written consent of the Division of Purchasing, but not until any proposed change or modification has been submitted in writing, signed by the party proposing the said change.
6. **CONFORMING PROPERTY:** The Property shall conform in all respects with the specifications or the State's solicitation documents. In event of nonconformity, and without limitation upon any other remedy, the State shall have no financial obligation in regard to the non-conforming goods or services.
7. **OFFICIAL, AGENT AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE:** In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.
8. **CONTRACT RELATIONSHIP:** It is distinctly and particularly understood and agreed between the parties hereto that the State is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, defend, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this Agreement. The Contractor will

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

maintain any applicable workman's compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certification of workman's compensation insurance may, at the State's option, result in cancellation of this Agreement or in a contract price adjustment to cover the State's cost of providing any necessary workman's compensation insurance. The contractor must provide either a certificate of workman's' compensation insurance issued by a surety licensed to write workman's' compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workman's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission. The State does not assume liability as an employer.

- 9. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** Acceptance of this Agreement binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No other wise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this Agreement. The Contractor shall comply with pertinent amendments to such laws made during the term of the Agreement and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to this Agreement.
- 10. TAXES:** The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely and absolutely responsible for the payment of those taxes. If, after the effective date of this Agreement, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time this Agreement becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to this Agreement at the time it becomes effective.
- 11. SAVE HARMLESS:** Contractor shall defend, indemnify and hold harmless the State from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this Agreement that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. Contractor shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the State.
- 12. ORDER NUMBERS:** The Contractor shall clearly show the State's Agreement order numbers or purchase order numbers on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- 13. CONTRACTOR RESPONSIBILITY:** The Contractor is responsible for furnishing and delivery of all Property included in this Agreement, whether or not the Contractor is the manufacturer or producer of such Property. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of Property.
- 14. SUBCONTRACTING:** Unless otherwise allowed by the State in this Agreement, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this Agreement or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

of or payment for subcontracted work by the State shall not in any way relieve the Contractor of any responsibility under this Agreement. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Agreement by Contractor's subcontractor or its sub-subcontractor.

- 15. COMMODITY STATUS:** It is understood and agreed that any item offered or shipped shall be new and in first class condition and that all containers shall be new and suitable for storage or shipment, unless otherwise indicated by the State in the specifications. Demonstrators, previously rented, refurbished, or reconditioned items are not considered "new" except as specifically provided in this section. "New" means items that have not been used previously and that are being actively marketed by the manufacturer or Contractor. The items may contain new or minimal amounts of recycled or recovered parts that have been reprocessed to meet the manufacturer's new product standards. The items must have the State as their first customer and the items must not have been previously sold, installed, demonstrated, or used in any manner (such as rentals, demonstrators, trial units, etc.). The new items offered must be provided with a full, unadulterated, and undiminished new item warranty against defects in workmanship and materials. The warranty is to include replacement, repair, and any labor for the period of time required by other specifications or for the standard manufacturer or vendor warranty, whichever is longer.
- 16. SHIPPING AND DELIVERY:** All orders will be shipped directly to the ordering agency at the location specified by the State, on an F.O.B. Destination freight prepaid and allowed basis with all transportation, unloading, uncrating, drayage, or other associated delivery and handling charges paid by the Contractor. "F.O.B. Destination", unless otherwise specified in the Agreement or solicitation documents, shall mean delivered to the State Agency Receiving Dock or Store Door Delivery Point. The Contractor shall deliver all orders and complete installation, if required, within the time specified in the Agreement. Time for delivery commences at the time the order is received by the Contractor.
- 17. INSTALLATION AND ACCEPTANCE:** When the purchase price does not include installation, acceptance shall occur fourteen (14) calendar days after delivery, unless the State has notified the Contractor in writing that the order does not meet the State's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs. When installation is included, acceptance shall occur fourteen (14) calendar days after completion of installation, unless the State has notified the Contractor in writing that the order does not meet the State's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs. If an order is for support or other services, acceptance shall occur fourteen (14) calendar days after completion, unless the State has notified the Contractor in writing that the order does not meet the State's requirements or otherwise fails to pass the Contractor's established test procedures or programs.
- 18. RISK OF LOSS:** Risk of loss and responsibility and liability for loss or damage will remain with Contractor until acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Agreement.
- 19. INVOICING: ALL INVOICES** are to be sent directly to the **ORDERING AGENCY ONLY**. The Agreement number and/or purchase order number is to be shown on all invoices. In no case are invoices to be sent to the Division of Purchasing.
- 20. ASSIGNMENTS:** No Agreement or order or any interest therein shall be transferred by the Contractor to whom such Agreement or order is given to any other party without the approval in writing of the Administrator, Division of Purchasing. Transfer of an Agreement without approval shall cause the annulment of the Agreement so transferred, at the option of the State. All rights of action, however, for any breach of such Agreement are reserved to the State. (Idaho Code Section 67-5726[1])
- 21. PAYMENT PROCESSING:** Idaho Code Section 67-5735 reads as follows: "Within ten (10) days after the property acquired is delivered as called for by the bid specifications, the acquiring agency shall complete all processing required of that agency to permit the contractor to be reimbursed according to the terms of the bid. Within ten (10) days of receipt of the document necessary to permit reimbursement of the contractor according to the terms of the contract, the State Controller shall cause a warrant to be issued in favor of the contractor and delivered."

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

**22. COMPLIANCE WITH LAW, LICENSING AND CERTIFICATIONS:** Contractor shall comply with **ALL** requirements of federal, state and local laws and regulations applicable to Contractor or to the Property provided by Contractor pursuant to this Agreement. For the duration of the Agreement, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.

**23. PATENTS AND COPYRIGHT INDEMNITY:**

- A. Contractor shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under this Agreement. Contractor will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that Contractor shall be notified promptly in writing by the State of any notice of such claim; (ii) that Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and (iii) that the State shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.
- B. Contractor shall have no liability to the State under any provision of this clause with respect to any claim of infringement that is based upon: (i) the combination or utilization of the Property with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications unless such combination or utilization was disclosed in the specifications; (ii) the modification of the Property unless such modification was disclosed in the specifications; or (iii) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the specifications.
- C. Should the Property become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States' patent, the Contractor shall, at its option and expense, either procure for the State the right to continue using the Property, to replace or modify the Property so that it becomes non-infringing, or to grant the State a full refund for the purchase price of the Property and accept its return.

**24. CONFIDENTIAL INFORMATION:** Pursuant to this Agreement, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary or confidential ("Confidential Information"). Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information or any advice given by it to the State to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State. The State may require that Contractor's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. Confidential Information shall be returned to the State upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that:

- A. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;
- B. Becomes generally available to the public other than as a result of disclosure by Contractor; or
- C. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

**25. USE OF THE STATE OF IDAHO NAME:** Contractor shall not, prior to, in the course of, or after performance under this Agreement, use the State's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of the State.

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

- 26. APPROPRIATION BY LEGISLATURE REQUIRED:** The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations.
- 27. FORCE MAJEURE:** Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.
- 28. GOVERNING LAW AND SEVERABILITY:** This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.
- 29. ENTIRE AGREEMENT:** This Agreement is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's response differ from those specifically stated in this Agreement, the terms and conditions of this Agreement shall apply. In the event of any conflict between these standard terms and conditions and any special terms and conditions applicable to this acquisition, the special terms and conditions will govern. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
- 30. PRIORITY OF DOCUMENTS:** This Agreement consists of and precedence is established by the order of the following documents:
1. This Agreement;
  2. The Solicitation; and
  3. Contractor's proposal as accepted by the State.

The Solicitation and the Contractor's proposal accepted by the State are incorporated herein by this reference. The parties intend to include all items necessary for the proper completion of the scope of work. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Contractor's proposal differ from the terms in this Solicitation, the terms and conditions of this Solicitation shall apply. Where terms and conditions specified in the Contractor's proposal supplement the terms and conditions in this solicitation, the supplemental terms and conditions shall apply only if specifically accepted by the Division of Purchasing in writing.

- 31. PUBLIC RECORDS:** Pursuant to Idaho Code Section 9-335, et seq., information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The State will not accept the marking of an entire document as exempt. In addition, the State will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

- 32. NOTICES:** Any notice which may be or is required to be given pursuant to the provisions of this Agreement shall be in writing and shall be hand delivered, sent by facsimile, prepaid overnight courier or United States' mail as follows. For notice to the State, the address and facsimile number are:

State of Idaho  
Division of Purchasing  
5569 Kendall Street  
P.O. Box 83720  
Boise, ID 83720-0075  
208-327-7465 (phone)  
208-327-7320 (fax)

For notice to the Contractor, the address or facsimile number shall be that contained on the Contractor's bid, quotation or proposal. Notice shall be deemed delivered immediately upon personal service or facsimile transmission (with confirmation printout), the day after deposit for overnight courier or forty-eight (48) hours after deposit in the United States' mail. Either party may change its address or facsimile number by giving written notice of the change to the other party.

- 33. NON-WAIVER:** The failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
- 34. ATTORNEYS' FEES:** In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies.

# LES SCHWAB LOCATION LISTING BY AREA CITY

## AREA A (ZONES 1 & 2)

City	Str #	Address	City	State	Zip	Phone Number	24 / 7 Hotline	Fax Number	County
Bonnors Ferry	A23	6804 Denver St., Hwy. 95	Bonnors Ferry	ID	83805-0658	(208) 267-2411	(888) 579-2011	(208) 267-5844	Boundary
Coeur D'Alene	83	2818 N Gvmment Wy.	Coeur D'Alene	ID	83814-3786	(208) 765-8505	(888) 579-2011	(208) 765-8993	Kootenai
Grangeville	84	411 East Main	Grangeville	ID	83530-0508	(208) 983-1650	(888) 579-2011	(208) 983-1126	Idaho
Hayden	93	8820 Commerce Drive	Hayden	ID	83835-2077	(208) 762-8030	(888) 579-2011	(208) 762-9147	Kootenai
Kellogg	87	15 E Cameron Avenue	Kellogg	ID	83837-2328	(208) 783-1105	(888) 579-2011	(208) 784-6211	Shoshone
Lewiston	82	1408 Main Street	Lewiston	ID	83501-0716	(208) 743-1594	(888) 579-2011	(208) 746-0823	Nezperce
Moscow	85	1421 E White Avenue	Moscow	ID	83843-3929	(208) 882-3538	(888) 579-2011	(208) 882-9276	Latah
Orofino	86	302 Johnson Avenue	Orofino	ID	83544-1298	(208) 476-5589	(888) 579-2011	(208) 476-3096	Clearwater
Ponderay	108	279 Bonner Mall Way	Ponderay	ID	83852-9748	(208) 265-4518	(888) 579-2011	(208) 263-1803	Bonner
Post Falls	105	302 E Selfice Way	Post Falls	ID	83877-0939	(208) 773-1566	(888) 579-2011	(208) 773-1568	Kootenai
Priest River	106	4357 Highway 2	Priest River	ID	83856-1238	(208) 448-2311	(888) 579-2011	(208) 448-1359	Bonner
St. Maries	90	930 Main Avenue	St. Maries	ID	83861-1747	(208) 245-4506	(888) 579-2011	(208) 245-4001	Benewah

## AREA B (ZONES 3 & 4)

City	Str #	Address	City	State	Zip	Phone Number	24 / 7 Hotline	Fax Number	County
Boise	101	6017 Fairview Avenue	Boise	ID	83704-7794	(208) 376-5124	(888) 579-2011	(208) 378-1772	Ada
Boise	103	6520 W State Street	Boise	ID	83714-7409	(208) 853-9725	(888) 579-2011	(208) 853-9729	Ada
Boise	116	2085 Broadway Avenue	Boise	ID	83706-4203	(208) 345-0065	(888) 579-2011	(208) 345-0424	Ada
Boise	118	1324 W Jefferson Street	Boise	ID	83702-5319	(208) 336-3110	(888) 579-2011	(208) 336-8602	Ada
Boise	124	1850 S. Cole Road	Boise	ID	83709-2812	(208) 323-0500	(888) 579-2011	(208) 323-1331	Ada
Buhl	120	1241 Burley Ave	Buhl	ID	83316-1888	(208) 543-4082	(888) 579-2011	(208) 543-8403	Twin Falls
Caldwell	107	315 S 22nd Avenue	Caldwell	ID	83605-4453	(208) 454-1421	(888) 579-2011	(208) 454-3014	Canyon
Eagle	121	1467 E Iron Eagle Drive	Eagle	ID	83616-6599	(208) 938-7946	(888) 579-2011	(208) 938-7958	Ada
Emmett	104	419 N Washington Ave	Emmett	ID	83617-2637	(208) 365-3548	(888) 579-2011	(208) 365-3540	Gem
Hailey	117	520 N River Street	Hailey	ID	83333-8420	(208) 788-0924	(888) 579-2011	(208) 788-5816	Blaine
Homedale	A44	330 Highway 95	Homedale	ID	83628-3482	(208) 337-3474	(888) 579-2011	(208) 337-3285	Owyhee
Jerome	94	1848 South Lincoln Avenue	Jerome	ID	83338-6138	(208) 324-8946	(888) 579-2011	(208) 324-4389	Jerome
McCall	125	500 Deinhard Lane	McCall	ID	83638-4801	(208) 634-6042	(888) 579-2011	(208) 634-0024	Valley
Meridian	119	275 SE 1st Street	Meridian	ID	83642-2703	(208) 884-4642	(888) 579-2011	(208) 884-8873	Ada
Mt. Home	102	690 S 3rd, W	Mt. Home	ID	83647-3407	(208) 587-3396	(888) 579-2011	(208) 587-3563	Elmore
Nampa	91	133 Caldwell Blvd	Nampa	ID	83651-2332	(208) 467-2127	(888) 579-2011	(208) 468-9148	Canyon



# LES SCHWAB LOCATION LISTING BY AREA CITY

Nampa	126	2901 12th Ave Road	Nampa	ID	83686-8401	(208) 468-4121 (888) 579-2011 (208) 461-0184	Canyon
Twin Falls	92	421 Blue Lakes Blvd, N	Twin Falls	ID	83301-4830	(208) 734-7555 (888) 579-2011 (208) 734-3961	Twin Falls
Weiser	89	250 E 1st Street	Weiser	ID	83672-2519	(208) 549-2534 (888) 579-2011 (208) 549-2551	Washington

## AREA C (ZONES 5 & 6)

City	Str #	Address	City	State	Zip	Phone Number	24 / 7 Hotline	Fax Number	County
Aberdeen	122	122 North Main Street	Aberdeen	ID	83210-0780	(208) 397-5200 (888) 579-2011 (208) 397-5209			Bingham
American Falls	123	2842 Pocatello Avenue	American Falls	ID	83211-0309	(208) 226-7111 (888) 579-2011 (208) 226-5663			Power
Blackfoot	110	990 W Bridge Street	Blackfoot	ID	83221-1912	(208) 785-1942 (888) 579-2011 (208) 785-1981			Bingham
Burley	A52	2555 S. Overland	Burley	ID	83318-2954	(208) 678-4400 (888) 579-2011 (208) 678-4498			Cassia
Idaho Falls	112	970 E 17th Street	Idaho Falls	ID	83404-6150	(208) 524-7360 (888) 579-2011 (208) 524-7363			Bonneville
Idaho Falls	113	210 Constitution Way	Idaho Falls	ID	83402-3541	(208) 522-2132 (888) 579-2011 (208) 523-5672			Bonneville
Paul	A47	25 W. Ellis	Paul	ID	83347-0600	(208) 438-8444 (888) 579-2011 (208) 438-8417			Minidoka
Pocatello	109	332 N 5th Avenue	Pocatello	ID	83201-6204	(208) 232-5200 (888) 579-2011 (208) 232-0691			Bannock
Pocatello	115	4020 Yellowstone Avenue	Pocatello	ID	83202-1927	(208) 238-7442 (888) 579-2011 (208) 238-1392			Bannock
Rexburg	114	407 South 5th, W	Rexburg	ID	83440-2371	(208) 356-4606 (888) 579-2011 (208) 356-4611			Madison
Rigby	A36	126 S. State	Rigby	ID	83442-1447	(208) 745-7723 (888) 579-2011 (208) 745-0627			Jefferson
Rupert	A46	109 S 100 W, Hwy 24	Rupert	ID	83350-1639	(208) 436-5600 (888) 579-2011 (208) 436-4915			Minidoka
Salmon	A70	71 Hwy 28	Salmon	ID	83467-5340	(208) 756-4327 (888) 579-2011 (208) 756-8443			Lemhi
St. Anthony	A57	205 S. Bridge	St. Anthony	ID	83445-1831	(208) 624-3747 (888) 579-2011 (208) 624-3688			Fremont

## SPECIAL CONTRACT TERMS AND CONDITIONS

Contract(s) for Automobile and Small Truck Tires, Medium Duty and Heavy Duty Commercial Tires, and associated services for the State of Idaho for a two (2) Year period of time commencing with date of award, with an option to renew upon mutual agreement of both parties for an additional one (1) year period; a maximum of two (2) one-year renewals are possible.

**INCORPORATION OF CONDITIONS AND INSTRUCTIONS TO VENDORS:** The State of Idaho's CONDITIONS AND INSTRUCTIONS TO VENDORS (trBASECstdBidTrms.pdf) are hereby incorporated by reference into this bid solicitation as if set forth herein in their entirety. The State's CONDITIONS AND INSTRUCTIONS TO VENDORS are located on the Internet at <http://www2.state.id.us/adm/purchasing>. If you do not have access to the Internet, you may contact the Division of Purchasing at 208-327-7465 to obtain a copy of the State's CONDITIONS AND INSTRUCTIONS TO VENDORS.

**ESTIMATES OF USE:** The State of Idaho estimate of total annual use for tires only, all schedules combined is approximately **\$400,000/per year**. However, this amount and the quantities listed in the Bid Schedules are estimates only and are not guarantees of amounts or quantities to be purchased through the resulting contract. The actual quantities to be ordered are unknown and may be more or less than those listed. **NO MINIMUM QUANTITIES ARE GUARANTEED.**

Federal excise taxes should not be included in net price quoted or in prices charged to the State. Upon request, exemption certificates will be furnished to the Contractor.

**FULL SERVICE LOCATIONS:** Full Service Locations named by the Bidder/Contractor will provide all the items and services required hereunder by the State. Your bid must include a list of the Full Service Locations that will be used to service this contract. The list must include for each Full Service Location, the business name, address, telephone number and roadside service hotline number.

**Contractor to provide Manufacturer's Catalogs & Lists Price Lists:** Within five (5) working days after receipt of request from the State, the Bidder will provide to the State of Idaho Division of Purchasing, 5569 Kendall St., Boise, ID 83706, a printed or electronic copy of the manufacturer's latest current catalog that includes a current manufacturer's list price and a description for each tire included Group J in the Contractor's award and resulting Contract. Discounts from the list prices will be used by the State to calculate prices for the Additional Group J items.

**PRIOR TO AWARD** the apparent successful bidder must provide to the State of Idaho Division of Purchasing an **electronic list** of the tires offered as a result of this Bid, their current list prices, discount percentages (from current list) and the resulting net prices.

Contract(s) for Automobile and Small Truck Tires, Medium Duty and Heavy Duty Commercial Tires, and associated services for the State of Idaho for a two (2) Year period of time commencing **August 1, 2006** (or date of award), with an option to renew upon mutual agreement of both parties for an additional one (1) year period; a maximum of two (2) one-year renewals are possible.

**INCORPORATION OF TERMS AND CONDITIONS:** The State of Idaho STANDARD CONTRACT TERMS AND CONDITIONS, StandardTC.pdf, are hereby incorporated by reference into this bid solicitation as if set forth herein in their entirety. The State's STANDARD CONTRACT TERMS AND CONDITIONS are located on the Internet at <http://www2.idaho.gov/adm/purchasing>. Click on "Purchasing" then click on "Purchasing Rules, Policies and Statutes" and under "Terms and Conditions" click on "State of Idaho Standard Contract Terms and Conditions." If you do not have access to the Internet, you may contact the Division of Purchasing at 208-327-7465 to obtain a copy of the State's STANDARD CONTRACT TERMS AND CONDITIONS.

**ITEM(S):** Contract(s) for new, new virgin product tires as required herein. Includes warranty services and installation according the tire manufacturer's recommended procedures to be performed at the contractor's shop and at other locations as required herein.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications and supplemental specifications as to any detail, or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to be used.

**PAYMENTS – PURCHASING CARD:** Payments for services and purchases under this Contract may be made by State Agencies using the State of Idaho's MasterCard Purchasing Card (Pcard). The Contractor agrees to accept Pcard payments without any additions or surcharges to the State.

**PRICE ADJUSTMENT CLAUSE:** **Contract prices shall remain firm for a minimum of twelve months following commencement of the contract.** After the first **twelve** months the Contractor may request a price adjustment. Request for price adjustment must be in writing and must be received by the Division of Purchasing **no later than thirty (30) days prior to the effective date of the proposed adjustment.**

(a) The initial price adjustment will be based upon the percent change in the U.S. Department of Labor, Producer Price Index for Series ID: WPU071201; Not Seasonally Adjusted; Group: Rubber and plastic products; Item: Tires; Base Date: 8200; from the Base Month to the latest month for which the non-preliminary data is available at the time of the effective date of the proposed price adjustment. Note: the JAN 2006 Index is 108.2.

(b) The Base Month for the initial price adjustment will be **JAN 2006** (or the latest month for which the non-preliminary data is available at time of award).

(c) Subsequent price adjustments will be based on the percent change in the PPI from the latest previous change to the last month for which the non-preliminary data is available at the time of the requested price adjustment. Subsequent price adjustments, unless otherwise approved by the Division of Purchasing, will be no sooner than six (6) months following the preceding price adjustment. Preliminary (P) data will not be used for any price adjustment.

(d) Calculations for price adjustment shall always use the latest version of the published PPI data as of the date specified herein for such calculations. The data is available at: <http://www.bls.gov/ppi/home.htm>. Scroll to & click on: "Series Report"; Enter Series ID "WPU071201" then scroll to and click on "Retrieve Data".

(d) Price adjustments per the above are applicable to the tires listed in the Pricing Schedules and will be made by adjusting the Contract Prices for the tires and/or the price list discount percentages by the same percentage as the change in the PPI, Series ID WPU071201 per the above.

Price adjustments are subject to approval by the State. The State reserves the right to accept or decline any requested price adjustment, or, may decline contract renewal if a renewal is contingent upon the State's acceptance of a price increase.

Any approved price adjustment is effective for new orders placed by State Agencies on or after the effective date of the increase approved by the Division of Purchasing.

DECREASES: After the first year of the contract, the State reserves the right to implement price decreases per the method described above. The Contractor agrees give to the State the immediate benefit of any price decrease.

#### **INSURANCE:**

The Contractor will maintain adequate insurance coverage for the duration of the Contract to cover the cost of worker's compensation, automobile liability, and commercial general liability. Such insurance shall also cover the cost of replacement or repair of any breakage caused by carelessness, negligence, or lack of skill, etc., on the part of the Contractor's employees, in the performance of required installation/repair. This will include bodily and property damage resulting from the Contractor's actions during removal and replacement of tires and tubes and repairs performed to the vehicle. Upon request the Contractor shall provide a Certificate of Insurance to the Division of Purchasing. Such certificate shall be expected to clearly indicate thirty (30) days written notice of cancellation, commercial or comprehensive general liability minimum limits of \$500,000, automobile liability minimum limits (including non-owned and hired) of \$500,000, and worker's compensation minimum limits as required by statute. Notice of cancellation to be sent to the State of Idaho, Division of Purchasing, Attn: Statewide Tire Contract, 5569 Kendall St., Boise, ID 83720. If Contractor is self-insured, it shall provide a letter or other proof of insurance coverage delineating the limits, and any excess liability coverage over the stated amount of self insurance (deductible/retention), and a statement specifically indemnifying the State. In addition, if self-insured, the contractor shall provide a copy of its most recently audited financial statements (last two complete fiscal years) to minimally include a balance sheet, profit and loss statement, and cash flow statement. Such self-insurance shall not relieve the Contractor of liability for its actions or coverage under this Contract in the event its own self-insurance limits are exhausted. If a Bidder is a self-insured company for liability, workers compensation and auto liability, a written letter of explanation explaining this and indemnifying the State of Idaho will be sufficient.

The Contractor or the Contractor's independent installing dealers/service providers must carry Garage Keepers Legal Liability coverage including Garage Liability Insurance and the Contractor is responsible for acknowledging or providing evidence of this to the State of Idaho, Division of Purchasing as a part of their bid. The Contractor's or the Contractor's independent installing dealers/service providers insurance is primary over any coverage carried by the State. The State of Idaho is to be an additional Insured under the Contractor's insurance coverage while a vehicle is either in the Contractor's garage or being driven by the Contractor or any Contractor's employee. The Contractor shall not be liable in any way for any omissions or errors by its sellers acting as independent dealers to provide items and services required under this contract to the buyer.

**AVAILABILITY:** All items offered must remain available through the contract until discontinued by the Manufacturer. Contractor shall provide year-round availability of product and shall offer notice to the State of discontinuation of contract products by the manufacturer and notice of replacement products no later than thirty (30) days prior to change. Pricing for replacement product will be comparable to discontinued product and adjusted up or down depending upon documented functional changes in the product. Acceptance of replacement product is optional on the part of the State. The State may purchase required items elsewhere in those cases where they determine a replacement item is not acceptable.

**STANDARDS:** All tires and tubes shall be of quality not less than the tires and tubes normally furnished in representative quantities by Original Equipment Manufacturers as original equipment for automobiles, pickups, utility vehicles, vans, trucks and buses. Tires supplied must be marked with a "DOT" compliance symbol. Tires and tubes shall conform to all applicable Federal Specifications. All tires and tubes must be NEW and must have been produced or manufactured within the last one (1) year prior to delivery to the State. Warranties: All Passenger tires and all Light Truck and Van tires must have a minimum Manufacturer's 50,000-mile tread-wear warranty.

Tires offered must have been tested to meet or exceed ASTM (American Society of Testing and Materials) Standard F1922 for highway tires.

ASTM standards may be available from:

American Society of Testing and Materials (ASTM), 100 Bar Harbor Drive, West Conshohocken, PA 19428-2959  
Phone: 610-832-9500 Internet access @: [www.astm.org](http://www.astm.org)

Use of this contract by agency offices located in excess of fifty (50) one-way miles of the nearest major Idaho city (see Contractor Authorized Full-Service Locations, below) is OPTIONAL on the part of the Agency.

All tires must have the size (including load range), manufacturer's name and D.O.T. number, serial number and indication of body material molded in side-wall at time of cure. The application of any of the above by any other means such as branding, application of decals, etc. will not be acceptable.

Endless rubber flaps of a width conforming to Tire & Rim Association standards shall be furnished with all tube type truck, farm and off-road tires as required, 600 x 9 and larger cross section.

"Mud/Snow" tires are those listed in the manufacturer's tire line charts as "mud/snow" or "all terrain." Military non-directional type of tread is not acceptable as a mud and snow tread design.

Contractor must be a manufacturer or an authorized distributor for the manufacturer of the tires offered and must have a full service tire facility located in the various Idaho cities identified below. The Contractor must be authorized by the Manufacturer to provide warranty services for the tires offered and be capable of supplying all tires & services required herein.

**CONTRACTOR AUTHORIZED FULL-SERVICE LOCATIONS:** As a minimum, Contractor must have at least one (1) full-service tire facility located in, or within seven (7) one-way highway miles of the city limits, of the following six (6) major Idaho cities:

**NOTE:** A minimum of two (2) locations are required for the Boise, Idaho location.

Coeur d'Alene, Lewiston, Boise, Twin Falls, Pocatello and Idaho Falls

Contractor's full-service tire facilities must provide the tires, installation, mounting, alignment, sectional repair, balancing, flat repair, roadside service, and preventive maintenance as may be required by the using agency.

Each full service location nominated by the Contractor as an Authorized Full Service Location within the six (6) major Idaho cities named above shall have a minimum of three (3) full-time tire installers (may be a minimum of two (2) if one installer is absent due to service call) during standard business hours. Other locations and/or Contractor authorized supply points shall have a minimum of one (1) full-time tire installer during standard business hours.

**SERVICING SUBCONTRACTORS:** Servicing Subcontractor (may also include a Contractor Authorized Full-Service Location whose ownership is different than the Contractor) means a Contractor authorized and State-approved subcontractor who may provide local marketing support or other authorized services on behalf of the Contractor in accordance with the terms and conditions of the Contract. Unless authorized by the terms of the Contract, Servicing Subcontractors may not directly accept purchase orders or payments for products or services from purchasing entities. The Contractor shall remain solely responsible for the performance under the terms and conditions of the Contract if Servicing Subcontractors are utilized. Servicing Subcontractors shall be named individually or by class in the Contract.

**INSPECTION AND ACCEPTANCE OF WORK:** The User of the Contract shall at all times have access to the work, whether it is in preparation or in progress. The Contractor's Authorized Full-service Locations shall provide proper facilities for such access and inspection.

The User of the Contract shall inspect the work upon completion or at a mutually agreeable time. If inspection reveals that there are apparent defects, damages, deficiencies or failure to conform to the contract requirements, the contractor shall promptly remedy the same at his/her own expense.

**EXCEPTIONS TO USE:** Unless this contract is designated "optional use" or other exceptions to use are listed in the State's bidding documents, the State of Idaho State Agencies will obtain their requirements from this Contract. The State reserves the right to purchase property elsewhere on an emergency basis where delivery or minimum order requirements (including shipments with prepaid freight charges added) are restrictive or burdensome.

The State will receive their tires at the Contractor's Authorized Full-Service Location or indicate on its' order where the tires must be delivered.

**DELIVERY TIME:** Minimally, the Contractor shall maintain stocks of Groups A, B, and C tires (as listed on bid/price schedule) available at Contractor's Full-Service Locations in the six (6) major Idaho cities. For other tire Groups, the availability of tires shall generally not exceed twenty (20) calendar days. Exceptions to these delivery requirements due to documented shortage or allocation shall be communicated to the ordering State Agency immediately upon receipt of the State Agency's order, allowing them the option of accepting the extended delivery time or canceling the order and ordering elsewhere. Repeated and/or undocumented instances of shortages may result in termination of the Contract.

**WARRANTY:** All tires furnished must be equivalent to specifications, requirements and products acceptable for use as original equipment; as determined by major automotive and equipment manufacturers. Tires must meet OEM specifications. All Heavy-duty truck tires shall be fully warranted as specified in the manufacturer's standard warranty and have sufficient casing quality to assure they are suitable for retread at the end of the tire's new-tread service life (abnormal wear and tear excluded). In the event of failure of warranted tire(s), Contractor shall issue full credit, adjustment or replacement, whichever is in the best interest of the State and in accordance with the **Manufacturer's standard warranty**, within thirty (30) calendar days of presentation of the tire(s) to the manufacturer, dealer or Contractor's Authorized Full-service Location, whichever is the most convenient to the State. All tires are to be new and free of any defects in workmanship and material for the lifetime of the tread; any replacement cost shall be calculated using contract prices in effect at time replacement is requested.

**INVOICING REQUIREMENTS:** Invoices shall reflect Contract prices in effect on the date the order was written. Contractor's Authorized Full-service Location is to render invoices as instructed per the individual purchase orders. Contractor's invoice is to include the ordering agency's purchase order number, the contract number as well as the unit price & extended unit price for all items. Invoice must be received within ten (10) working days after receipt of service or delivery of product.

**RECORDS/REPORTS:** To assist the State in its planning, quality control, and determination of contact usage, it is understood and agreed the Contractor is required to establish a relational database or other sales tracking system from which to produce regular (quarterly) reports to the State. The Contractor shall maintain and furnish on a quarterly basis the following records/reports:

For each purchase or transaction the Contractor will maintain a record of and be able to report minimally at least all the following information:

1. Description of Items and Services provided including the tire Manufacturer's Item Numbers.
2. Quantity
3. Extended Prices
4. A separate record of State of Idaho State Agency vs. Local Government purchases

The State would also like to receive the following additional information if available:

5. Ordering Agency name
6. Agency Purchase Order Number
7. Date ordered
8. Installation address or delivery address.
9. Custom reports that may be requested from time to time by the Division of Purchasing.

The Contractor shall provide promptly to the State prior to the last day of the month following the end of a calendar quarter a detailed summary report of all products and services that were purchased during the previous quarter (see Items 1-4 above). The Contractor and the State shall mutually agree upon the report format.

**Quarterly reports will be due for quarters ending September 30, December 30, March 31 and June 30.**

**RECORDS MAINTENANCE:** The Contractor shall maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor for the costs authorized by this contract. These records shall be retained by the Contractor for at least three (3) years after the contract terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

**AUDIT RIGHTS:** The Contractor agrees to allow State and Federal auditors and State agency staff access to all the records relating to this contract for audit, inspection and monitoring of services or performance. Such access will be during normal business hours or by appointment.

**Definition of Manufacturer:** This is the manufacturer or producer of the tires to be offered. It will generally be the name stamped, embossed, or otherwise imprinted on the tire sidewall. Examples include Bridgestone, Continental, Goodyear, Michelin, BF Goodrich, Cooper and Kelly just to mention a few.

**Definition of Brand:** This will be the tire names (or models) within a Manufacturer's tire line, such as Goodyear's brand Eagle, Aquatred, Wrangler, Regatta, or BF Goodrich's brand Traction T/A, Radial T/A, Radial Long Trail T/A, for example. The term "Brand" for purposes of these bid specifications does NOT apply to alternate manufacturers of tires owned by the same company, such as Uniroyal or BF Goodrich that are owned by Michelin.

**Storage prior to delivery:** Contractor and any of its Authorized Full Service Locations (Servicing Subcontractors) will follow all recommendations of the manufacturer regarding proper stacking and storage of tires at all times.

**Delivery Requirements:** Ordering agencies will primarily use two delivery options. Agency may choose to receive tires (may or may not require installation) at the Contractor's Authorized Full Service Location or may choose at time of order to require Contractor to deliver the tires, FOB Destination to the ordering Agency's location in or within ten (10) one-way highway miles of any of the following Idaho cities at no additional charge: Coeur d'Alene, Lewiston, Boise, Twin Falls, Pocatello and Idaho Falls.

Minimum Order Quantity for delivery at Contractor's authorized full-service location: One (1) each, any tire.

Minimum Order Quantities for delivery to Agency locations within ten (10) one-way highway miles of the following Idaho cities: Coeur d'Alene, Lewiston, Boise, Twin Falls, Pocatello and Idaho Falls: 4 each Passenger or Small Truck tires; or 4 each Light Truck/Van tires; or 4 each Medium Duty Commercial tires; or 2 Each Heavy Duty Commercial tires.

**Right to Inspect:** The State reserves the right to inspect all items at time of delivery prior to acceptance and reserves the right to refuse acceptance of any item that does not conform in all respects to the minimum specifications as described herein. Contractor will bear all costs of removal of unacceptable tires.

**INSTALLATION SERVICES:**

Contractor shall provide the required tires, all personnel, labor and equipment necessary to provide complete and timely tire sales and related services for the items required herein by the State. The Contractor's Full-Service Locations will perform installation, maintenance, repair, and related support services at the Contractor's Full-Service Location or other installation location as required herein by the State.

Tires purchased from the Contractor, inventoried by the purchaser and returned to the store for installation at a later date are subject to the **Mounting Fee**.

Contractor's authorized full-service locations will also provide installation of tires purchased other than from the Contractor by the State at rates as agreed upon by both parties at time of installation, or the posted shop rate, whichever is lower.

**PUBLIC AGENCY CLAUSE**

Contract prices shall be extended to other "Public Agencies" as defined in Section #67-2327 of the Idaho Code, which reads: "Public Agency" means any city or political subdivision of this state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho. It will be the responsibility of the "Public Agency" to independently contract with the vendor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

YES \_\_\_\_X\_\_\_\_